



Fuel Supplier/Vendor Agreement Wisconsin Home Energy Assistance Program

Vendor Number

This Fuel Supplier/Vendor Agreement is entered into by and between the State of Wisconsin, Department of Administration, Division of Energy, hereinafter the "Division", P. O. Box 7868, Madison, WI 53707-7868 and;

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- d) To deduct from subsequent payments any WHEAP payment(s) made in error to your company.
 - e) To issue Single party checks directly to households who heat with wood or pay heating/electric costs directly to a landlord or trailer park owner, and to renters whose heat and/or electric are included in their rent.
 3. The Supplier agrees to the following:
 - a) To provide home heating/electric related services to each eligible household in an amount equal to WHEAP benefits and/or crisis assistance benefits received by the household. Regular WHEAP benefits received may **not** be used to pay for home energy costs incurred prior to the start of the heating season in which the payment was made.
 - b) To charge the eligible household in the Supplier's normal billing process.
 - c) To charge all eligible WHEAP recipients the price normally charged for the home energy delivered to a non-eligible, similarly situated household.
 - d) Not to discriminate against an eligible WHEAP household with respect to terms, deferred payment plans, credit, conditions of sale or discounts offered to other home energy customers.
 - e) To provide an invoice to WHEAP recipients clearly indicating the amount of home energy provided and the cost of said energy.
 - f) To clearly enter on the customer's bill the amount of WHEAP payments received in a manner which identifies the payment as received from the Wisconsin Home Energy Assistance Program.
 - g) To maintain an accounting system and supporting fiscal records for three years available to Division representatives upon reasonable notice.
 - h) To comply with all Wisconsin laws, regulations or other requirements pertaining to the supplying of home energy for residential use.
 - i) To provide at no cost to the Division, client, or agency written information on an applicant household's home energy costs, bill payment history, or arrearage history for the time period of September 1 to August 31. If the company does not retain cost and/or billing information for this time period, information for the last 12 monthly billing periods must be provided.
 - j) To report to the agency situations that threaten life, health or safety.
 - k) To cooperate with the agency in developing procedures to respond to immediate and potential emergencies.
 - l) To cooperate with the agency in providing home energy related services to eligible households.
 - m) To provide the information requested on the attached forms.

Under the following terms:

1. Definitions
 - a) Agency means the county or tribal entity (or its designated subcontractor) that administers WHEAP.
 - b) Energy Burden means having responsibility for the cost of home energy. Examples: a household may purchase from a fuel supplier, may make undesignated payments in the form of rent, may cut their own wood, etc.
 - c) Fuel Supplier means any individual, partnership or corporation in the business of supplying energy to customers. Trailer park owners and other such persons receiving fuel from a fuel supplier and then providing tenants or homeowners with said fuel do not meet the definition of fuel provider as used in this contract. Landlords may register as a vendor to receive payments for a security deposit or first month's rent in limited situations.
 - d) Vendor means any individual, partnership or corporation in the business of supplying energy related services to customers.
 - e) Home Energy includes heating and electric costs
 - f) WHEAP means the Wisconsin Home Energy Assistance Program.
 - g) Division means the Division of Energy at the Wisconsin Department of Administration.
2. The Division agrees to the following:
 - a) To provide funds under the WHEAP program which includes the federal Low Income Energy Assistance Act and the State Public Benefit Program.
 - b) To assign a certification number to each supplier after the agreement is signed; and
 - c) To issue to a vendor or fuel supplier a single check which includes payments for all eligible households. A payment register will precede the check. The register will include the name of the WHEAP applicant, the amount of the WHEAP payment, the account name and number to apply the payment to, and the address and county of residence of the applicant. The register will designate the amount to be applied to their heating or electric account.

SIGNATURE REQUIRED ON PAGE 2

- n) To comply with Heating, Ventilation and Air Conditioner (HVAC) Contractor Registration. Any contracted individual or business involved in the installation, servicing, adjusting or modifying of Heating Ventilation or Air Conditioning (HVAC) equipment in the State of Wisconsin must be registered with the Department of Commerce, Safety and Buildings Division. The HVAC Registration number must be forwarded to the Energy Services Bureau to be filed with the Vendor Agreement of the Contractor.
 - o) To comply with the terms of this agreement for clients who have WHEAP funds transferred from another fuel vendor.
 - p) To notify the Division of any changes that occur relative to the information provided in this agreement.
 - q) To notify the Division of mergers and/or acquisitions. Mergers and acquisitions may affect the company's policies and service areas. A new vendor agreement reflecting such policy and service area changes must be submitted to the division.
 - r) Refunds to the department of any WHEAP payment made in error to your company must be handled according to the "Vendor Refund Policy".
4. Length of Agreement
- a) This agreement is in effect until terminated as described in Item #5 Termination. Both parties have executed this agreement as of the day and year indicated by the DOA agent's signature.

5. Termination
- a) This agreement will terminate effective immediately upon determination by the Division that the Supplier is not in compliance with the terms of this agreement. The Supplier will be notified within ten (10) days of termination.
 - b) Either the Division or the Supplier may terminate this agreement by giving the other party at least ten (10) days written notice.
6. Entire Agreement
- It is understood and agreed that the entire agreement between the parties is contained on this form DOA-9560 (Fuel Supplier/Vendor Agreement). This contract supersedes all previous commitments, promises, representations either oral or written, between the parties relating to the subject matter hereof.

Fuel Supplier/Vendor Agent Signature

Date (mm/dd/ccyy)

Wisconsin Home Energy Assistance Program

Vendor Refund Policy

The following is a statement of the Wisconsin Home Energy Assistance Program refund policy for vendors to be followed where credit balances of WHEAP funds exist:

1. Credit Balances

If no change occurs in the residence of the WHEAP recipient and the recipient retains the same supplier with an active account; the credit balance of WHEAP funds remains with the supplier until exhausted.

2. Unclaimed Credit Balances -- Current Heating Season

In the event there is a balance of WHEAP funds remaining on an account from the same heating season in which the benefit was paid AND the account becomes inactive, AND the supplier is unable to locate the customer the balance of funds is to be returned by check to the Energy Services Bureau with the information listed in #10.

3. Unclaimed Credit Balances -- Prior Heating Season

Notwithstanding any other provisions of this agreement if a balance remains from a previous heating season and the client can not be located to forward the payment to, a check must be sent to the Energy Services Bureau with the information listed in #10.

4. Move Within State & Change of Fuel Supplier

If the recipient changes fuel suppliers or their fuel type, or moves to another residence within the state and has a relationship with a new fuel supplier; then the supplier holding the credit balance of WHEAP (crisis heating and electric) funds MUST TRANSFER THE BALANCE TO THE NEW FUEL SUPPLIER OR NEW ACCOUNT.

EXCEPTION: In the event a recipient changes electric providers and the new electric provider is not a participant of the State Public Benefits programs, any electric credit balance is to be returned to the Energy Services Bureau with the information listed in #10.

5. Move and No Relationship with Fuel Supplier

When a WHEAP recipient moves his or her household and as a result the recipient has no direct relationship with a fuel supplier, any credit balance of WHEAP heating funds is to be transferred by cash or check to the recipient. Any balance of Public Benefit electric or crisis funds is to be returned by check to the Energy Services Bureau with the information listed in #10.

6. Move Out of State

When a WHEAP recipient moves out of Wisconsin any credit balance of WHEAP heating funds is to be transferred by cash or check to the recipient within 30 days of the move. In the event an out of state forwarding address is unavailable the supplier must follow the procedures listed in item #2 or 3 of this agreement. Any balance of Public Benefit electric or crisis funds is to be returned by check to the Energy Services Bureau with the information listed in # 10

7. Deceased Recipient — In the event a credit balance of WHEAP funds remains for a deceased recipient with no surviving household, the balance of heating/Public Benefit electric/crisis funds is to remain with the client's estate.

8. Vendor Payments — All WHEAP payments made to a fuel supplier shall be applied to current heating season costs. WHEAP payments that exceed current heating season costs shall be applied as credit to the customers account. Credit balances shall be handled in accordance with the policies of this agreement. Any balance remaining shall be credited to the customer's account.

9. Incorrect Payments

All suppliers are required to review the weekly WHEAP payment register for accuracy of heat, electric and crisis payments. In the event a heating or electric payment is made to a supplier in error, the vendor should contact the local agency (listed on the payment register) in which the client applied for WHEAP benefits within 30 days to correct the error. Payments made in error must be corrected by the local WHEAP agency and will be refunded from the next WHEAP payment made to the supplier. In the event a crisis assistance payment is made to a supplier in error, a check for the amount of the payment error must be returned to the state using the return information in item #10.

10. Return Address for Refunds to the State of Wisconsin

Mail refunds to:

DOA/DIVISION OF ENERGY
Attn: WHEAP Refund
101 E Wilson St, 6th Floor
P. O. Box 7868
Madison, WI 53707-7868

Refunds must include the following information:

- Customer's name;
- Social security number (if known);
- Customer's address;
- Name of agency where customer applied for WHEAP assistance; and
- Date of heating assistance check (preferable) or heating season when check was issued.
- Reason for the return
- Type of funds

Division of Energy Authorized Agent Signature

	Date (mm/dd/ccyy)
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Vendor Trade Name	Vendor Number
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Please check your preferred method of how you would like to receive client information payment notification. Check the box by the method you would like.

- ☐ Electronically, please provide e-mail address where it should be sent _____
- ☐ In paper format mailed to you
- ☐ Have Internet access available and will use the Energy Web page to access the weekly payment register

Primary Contact	Primary Phone ()		
Primary Fax ()	Primary E-mail		
Primary Address	City	State	ZIP
Payment/Check Contact	Payment/Check Phone ()		
Payment/Check Fax ()	Payment/Check E-mail		
Payment/Check Address	City	State	ZIP

Legal Name (as used on Federal Tax Form 1099)

Legal Address	City	State	ZIP
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Tax Payer Identification Number* (Check only one) # _____

- ☐ Social Security Number (SSN) ☐ Employer ID Number (FEIN) ☐ Taxpayer Individual Number (TIN) Tax Payer Identification

Type of Entity <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Government Entity	Primary County
Fuels Provided <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Other _____	Services Offered <input type="checkbox"/> Furnace Repair/Replacement <input type="checkbox"/> Community Action Agency <input type="checkbox"/> Current HVAC Registration Number _____ <input type="checkbox"/> Home Energy Supplies (heater, blankets, etc.) <input type="checkbox"/> Weatherization Agency <input type="checkbox"/> Lodging <input type="checkbox"/> Other

Counties Served (Please circle the counties served.)

1-Adams	2-Ashland	3-Barron	4-Bayfield	5-Brown
6-Buffalo	7-Burnett	8-Calumet	9-Chippewa	10-Clark
11-Columbia	12-Crawford	13-Dane	14-Dodge	15-Door
16-Douglas	17-Dunn	18-Eau Claire	19-Florence	20-Fond du Lac
21-Forest	22-Grant	23-Green	24-Green Lake	25-Iowa
26-Iron	27-Jackson	28-Jefferson	29-Juneau	30-Kenosha
31-Kewaunee	32-La Crosse	33-Lafayette	34-Langlade	35-Lincoln
36-Manitowoc	37-Marathon	38-Marinette	39-Marquette	40-Milwaukee
41-Monroe	42-Oconto	43-Oneida	44-Outagamie	45-Ozaukee
46-Pepin	47-Pierce	48-Polk	49-Portage	50-Price
51-Racine	52-Richland	53-Rock	54-Rusk	55-St. Croix
56-Sauk	57-Sawyer	58-Shawano	59-Sheboygan	60-Taylor
61-Trempealeau	62-Vernon	63-Vilas	64-Walworth	65-Washburn
66-Washington	67-Waukesha	68-Waupaca	69-Waushara	70-Winnebago
71-Wood	72-Menominee	85-Red Cliff Tribe	86-Stockbridge-Munsee Tribe	87-Potawatomi Tribe
88-Lac du Flambeau Tribe	89-Bad River Tribe	91-Mole Lake/Sokaogon Tribe	92-Oneida Tribe	

*(If you do not have a Taxpayer Identification Number, you should apply for one immediately. Request a form #SS-05 from the Internal Revenue Service or the Social Security Administration.)

Note: Utilities regulated by the Public Service Commission are not required to complete the following.

Normal Delivery Hours	Days Per Week
Will Deliver After Hours <input type="checkbox"/> Yes <input type="checkbox"/> No	Charge for After Hours Delivery \$
Normal Minimum Delivery	Service Charge for Normal Delivery \$
Will Deliver Less Than Minimum <input type="checkbox"/> Yes <input type="checkbox"/> No	Charge for Less Than Minimum Delivery \$
Charges for Short Notice	Notice Required to Avoid Short Notice Charge

Deferred or Budget Plan Description

How does the price charged vary with quantity?

What are requirements for new customers?

Special Requirements for Service to Renters

Requirements for Service to Delinquent Accounts